

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
SILVEX DESIGNS, INC.,

07-cv-03740-UA-MDF

Plaintiff,

-against-

FAST FLEET SYSTEMS, INC. and
QUEBECOR WORLD LOGISTICS, INC.
d/b/a Q.W. EXPRESS,

Defendants.

-----X
AMENDED COMPLAINT

COMES NOW Plaintiff, SILVEX DESIGNS, INC. by and through its attorneys,
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP, for its claims and causes of
action against FAST FLEET SYSTEMS, INC. and QUEBECOR WORLD LOGISTICS, INC.
d/b/a Q.W. EXPRESS, alleges upon information and belief, as follows:

PARTIES, JURISDICTION AND VENUE

1. Jurisdiction is predicated upon 28 § U.S.C. § 1331, 28 § U.S.C. § 1332(a)(2) and
28 § U.S.C. § 1337 since the claim arises out of interstate transport of goods by motor carrier
pursuant to the Carmack Amendment, 49 U.S.C. § 14706 and since there is diversity of
citizenship between the parties and the Plaintiff's damages exceed \$75,000.

2. Plaintiff, Silvex Designs, Inc. (hereinafter "Silvex"), is a corporation organized
and existing by virtue the laws of New York in the United States, engaged in the business of
retail of silver jewelry, with a principal place of business located at 330 5th Avenue, New York,
New York.

3. Defendant, Quebecor World Logistics, Inc. d/b/a Q.W. Express (hereinafter
"Q.W. Express"), is a corporation organized and existing by virtue of the laws of Illinois in the

United States, engaged in business as a common carrier of goods, with an office and place of business located at 1130 West Thorndale, Bensenville, Illinois.

4 Defendant, Fast Fleet Systems, Inc., (hereinafter "Fast Fleet") is a corporation organized and existing by virtue of the laws of New Jersey in the United States, engaged in business as a common carrier of goods, with an office and place of business located at 407 Green Avenue, Brielle, New Jersey.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

5. Plaintiff, Silvex, is the received, consignee, owner and/or assured of the consignment hereinbelow described. Plaintiff, Silvex, brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interest may ultimately appear, and Plaintiff is entitled to maintain this action.

6. On or about August 29, 2006, Plaintiff, Silvex, retained Defendant, Q.W. Express, to transport a consignment of approximately 4009 pound of sterling silver jewelry, contained in 69 trunks, from Silvex's principle place of business in New York to Rodeway Inn, 1365 West Grant, Tucson, Arizona, the location of a trade show where Plaintiff intended to market the aforementioned jewelry, all in consideration of an agreed freight rate. (See copy of Bill of Lading attached hereto as Exhibit "A".)

7. On or about August 29, 2006, Q.W. Express retained Defendant, Fast Fleet to transport the aforementioned jewelry all or part of the route from Plaintiff's principal place of business to the intended destination in Tucson, Arizona.

8. On August 29, 2006, Fast Fleet picked up the aforementioned jewelry consignment from Plaintiff's principle place of business in good order and condition and weighing in total approximately 4009 pounds.

9. The aforementioned consignment was transported by Fast Fleet from Plaintiff's principle place of business to a location in Newark, New Jersey, where the aforementioned consignment was consolidated with other goods prior to being transported to the intended destination in Tucson, Arizona.

10. When the consignment arrived at Newark, New Jersey, it was weighed prior to consolidation and transport to the intended destination in Tucson, Arizona. The total weight of the jewelry consignment delivered by Fast Fleet to Newark, New Jersey was 3084 pounds. (See copy of Invoice from Q.W. Express dated September 19, 2006, Bill No. LEX3171137, attached hereto as Exhibit "B".)

11. When the consignment arrived at its intended destination in Tucson, Arizona on September 6, 2006, it was ascertained that approximately 925 pound of jewelry, approximately half the content of jewelry in each trunk, were missing. (See copy of City of Tucson, Arizona Police Report, Case No. 0609060238, dated September 6, 2006, attached hereto as Exhibit "C".)

COUNT I

QUEBECOR WORLD LOGISTICS, INC. d/b/a Q.W. EXPRESS

NEGLIGENCE

12. Plaintiff, Silvex, hereby incorporates all of the previous allegations as set forth herein.

13. Defendant, Q.W. Express, failed to deliver the consignment to the plaintiff at the designated point of delivery in the same good order and condition as when received by it in New York, New York.

14. The damage sustained to the aforementioned consignment of jewelry did not result from any act or omission on the part of Plaintiff, Silvex, but, to the contrary, was the result in whole or in part, of the negligence and or fault of Defendant, Q.W. Express.

15. By reason of the foregoing, Plaintiff has damages in a total amount of no less than \$332,872.96, as nearly as presently can be determined, no amount of which has been paid, although duly demanded on numerous occasions beginning on September 6, 2006.

WHEREFORE, Plaintiff prays:

16. That process in due form of law may issue against the Defendant, Q.W. Express, citing it to appear and answer all and singular the matters aforesaid;

17. That judgment may be entered in favor of Plaintiff against the Defendant, Q.W. Express, for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action,; and

18. That this Court grant to Plaintiff such other and further relief as may be just and proper.

COUNT II

NEGLIGENCE OF FAST FLEET, INC.

NEGLIGENCE

19. Plaintiff, Silvex, hereby incorporates all of the previous allegations as set forth herein.

20. Defendant, Fast Fleet, failed to deliver the consignment to the plaintiff at the designated point of delivery in the same good order and condition as when received by it in New York, New York.

21. The damage sustained to the aforementioned consignment of jewelry did not result from any act or omission on the part of Plaintiff, Silvex, but to the contrary, was the result in whole or in part, of the negligence and or fault of Defendant, Fast Fleet.

22. By reason of the foregoing, Plaintiff has damages in a total amount of no less than \$332,872.96, as nearly as presently can be determined, no amount of which has been paid, although duly demanded on multiple occasions, beginning on December 13, 2006.

WHEREFORE, Plaintiff prays:

23. That process in due form of law may issue against the Defendant, Fast Fleet, citing it to appear and answer all and singular the matters aforesaid;

24. That judgment may be entered in favor of Plaintiff against the Defendant, Fast Fleet, for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action,; and

25. That this Court grant to Plaintiff such other and further relief as may be just and proper.

26. Plaintiff hereby demands a TRIAL BY JURY pursuant to Fed. R. Civ. P. Rule 38.

Dated: White Plains, New York
May 21, 2007

THE PLAINTIFF,
SILVEX DESIGNS, INC.

By


Brian Del Gatto BD 7759
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER, LLP
3 Gannett Drive
White Plains, NY 10604
Tel: (914) 323-7000
Fax: (914) 323-7001
Our File No.: 09945.00001

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that a true and correct copy of the above and foregoing was sent via U.S. Mail, postage prepaid, on the 21st day of May, 2007 to the following:

Defendant, Fast Fleet Systems, Inc.

Fast Fleet Systems, Inc.
407 Green Avenue
Brielle, NJ 08730

Defendant, Quebecor World Logistics, Inc.

d/b/a O.W.Express
Quebecor World Logistics, Inc.
1130 West Thorndale
Bensenville, IL 60106



Brian Del Gatto BD 7759

AFFIDAVIT OF SERVICE

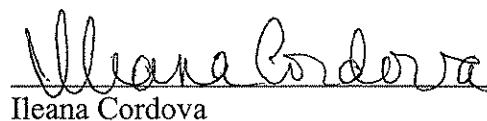
STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

Ileana Cordova, being duly sworn, deposes and says: that deponent is not a party to this action, is over the age of 18 years and resides in Westchester County, New York. On the 21st day of May, 2007, deponent served the **NOTICE OF AMENDED COMPLAINT AND AMENDED COMPLAINT** upon:

TO: Defendant, Fast Fleet Systems, Inc.
Fast Fleet Systems, Inc.
407 Green Avenue
Brielle, NJ 08730

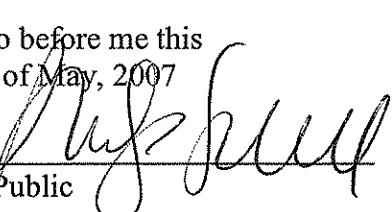
Defendant, Quebecor World Logistics, Inc. d/b/a O.W.Express
Quebecor World Logistics, Inc.
1130 West Thorndale
Bensenville, IL 60106

at the address designated by said attorney for that purpose by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Post Office within the State of New York.



Ileana Cordova

Sworn to before me this
21st day of May, 2007



Notary Public

GLADYS CAMPBELL
Notary Public, State of New York
No. 01CA4698890
Qualified in Bronx County 2069
Commission Expires Sept. 30,

Docket No. 07-cv-03740-UA-MDF

Brian Del Gatto
09945.00001

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SILVEX DESIGNS, INC.,

Plaintiff,

FAST FLEET SYSTEMS, INC. and, QUEBECOR WORLD
LOGISTICS, INC. d/b/a Q.W EXPRESS,

Defendants.

AMENDED COMPLAINT

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

Attorneys For **SILVEX DESIGNS, INC.**

Office & Post Office Address, Telephone
3 Gannett Drive
White Plains, NY 10604
914-323-7000

EXHIBIT

A

QWEXPRESS

Q. W. Express
P.O. BOX 940

BENSENVILLE, IL 60106
Phone: 877-732-8738 FAX: 847-952-4904

Bill of Lading

Date: 08/28/2006 Bill Number: LEX317137
Payor: CRPD Origin: EWR Dest: TUG

Shipper Reference

SILVEX DESIGN
330 5TH AVENUE
SUITE 808
NEW YORK NY 10001
ATHENA MACY-MEIER

Receiver Reference GLW / BTH # EC22-35

RODEWAY INN
1365 WEST GRANT

TUCSON AZ 85745
SILVEX IMAGES

Pieces Weight Description

69 0 EXHIBIT MATERIAL

Pcs	L	W	H	DimWt	Service Requested
69				0	DEFERRED

69 0 Totals Chargeable Weight 0 COD: \$0.00
Declared Value: \$0.00

Delivery Remarks: MUST DELIVER ON 09/08/06 @ 9 AM GLW / SILVEX IMAGES / BTH # EC22-35

Customer

SILVEX DESIGN
330 5TH AVENUE
SUITE 808
NEW YORK NY 10001
FAX: 212 760-1173

Robert Mayh
Shipper (Name, Date and Time)

S. Jelle
Received by (Name, Date and Time)

EXHIBIT

B

VICTIM MAY PHOTOCOPY FORM AS MANY TIMES AS NEEDED

TYPE OF REPORT (X In Appropriate Box)		DATE OF CRIME 9/6/06	CASE NO. 0609060238
<input type="checkbox"/> BURGLARY <input type="checkbox"/> ROBBERY <input type="checkbox"/> THEFT FROM VEHICLE <input type="checkbox"/> PURSE SNATCH <input type="checkbox"/> STRONG ARM ROBBERY <input checked="" type="checkbox"/> THEFT		VICTIM (FIRM IF BUSINESS) SIWEX DESIGNS	LOCATION OF OCCURENCE 1365 W. GRANT #143
		CRIME CLASSIFICATION OL-10	OFFICER'S NAME, PR# AND TEAM 13240W44 35642 00W

PLEASE PRINT

LIST ADDITIONAL ITEMS TAKEN WITH AS COMPLETE A DESCRIPTION AS POSSIBLE. FOLD, SIGN, SEAL, AND DROP IN MAILBOX. USE BLACK INK.

EXAMPLE

Type of Item	Brand Name or Bank Number	Model Number Acct / Card No.	Serial No. or Check Numbers	Color and / or Caliber	Size and / or Style	Value
T.V. SET	SONY	DR 200	5100354R	Brown Cabinet	25" COLOR	\$550.00
RIFLE	WEATHERBY	7005	27438621	TAU STOCK	SPORTING 270 CAL	\$395.00

IF THE APPROPRIATE CATEGORIES ARE NOT AVAILABLE ON THIS FORM OR ADDITIONAL SPACE IS NECESSARY TO DESCRIBE AN ITEM, FEEL FREE TO USE TWO LINES.

TOTAL
\$895.00

Type of Item	Brand Name or Bank Number	Model Number Acct / Card No.	Serial No. or Check Numbers	Color and / or Caliber	Size and / or Style	Value
671.48gm Sterling Earrings		.925	ASST			52765.44
54656gm Sterling Bracelets		.925	"	"		42631.68
100800gm Sterling Pendants		.925	"	"		78624.00
11648gm Sterling Vermeil Jewelry		.925	Gold	"		10483.20
37184gm Sterling Rings		.925	ASST	"		29003.52
8064gm Sterling Mystic Topaz		.925	"	"		10080.00
6272gm Sterling Blue Topaz		.925	Blue Stones	"		7840.00
26432gm Sterling Black Findings		N/A	Silver	"		14537.60
4928gm Sterling & CZ Jewelry		.925	Silver	White CZs		4188.80
79744gms Stone Beaded Jewelry w/ silver accents			ASST			62200.32
25984gms Sterling & Turquoise Jewelry			Blue & Silver			15590.40

MAKE SURE ALL BLANKS ARE FILLED OUT DESCRIBING PROPERTY

NOTE: If you come up with additional information that you believe will help solve the crime, please list the information below.

NOTICIA: Si usted halla información adicional que cree que nos asistira en resolver su caso, por favor escribela información debajo de este linea.

9856g Sterling Jewelry w/ no stones (plain silver) 4928.00

Total \$332,872.96

ADDITIONAL SPACE PROVIDED ON BACK

PLEASE SIGN YOUR FULL NAME HERE:

Athena Macy-Meyer *Athena Macy*

TODAY'S DATE

9-10-06

CITIZEN'S MAIL-IN

DEPARTMENTAL REPORT FORM

CITY OF TUCSON, ARIZONA - POLICE DEPARTMENT

EXHIBIT

C

13158 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693
(877) 536-5526

PAYOR	ORIGIN	DESTINATION
CRPD	EWR	TUS

QWEXPRESS Date
SEP 19 2006

SHIPPER
REFERENCERECEIVER
REFERENCE GLW / BTH # EC22

S
H
I
P
P
E
R
SILVEX DESIGN
330 5TH AVENUE
SUITE 808
NEW YORK NY. 10001

R
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R
RODEWAY INN
1365 WEST GRANT
TUCSON AZ. 85745

PIECES	WEIGHT	DESCRIPTION	PIECES	LENGTH	WIDTH	HEIGHT	DIM WT.	SERVICE REQUESTED
68	3084	EXHIBIT MATERIAL	2	48	40	46	2092	DEFERRED
			1	49	51	46		
			1	48	40	37		
			1	50	48	18		
								DECLARED VALUE
								\$0.00
68	3084							CHARGEABLE WEIGHT
								3084

PAYOR:

SILVEX DESIGN
330 5TH AVENUE
SUITE 808
NEW YORK NY. 10001

DESCRIPTION	AMOUNT
Freight Charges (\$0.7500)	\$2,313.00
Dec Value	\$0.00
2 Man Pickup	\$75.00
Lift Gate Pickup	\$60.00
Special Pickup	\$70.00
Waiting Time	\$40.00
Inside Pickup	\$95.00
Palletizing/Shrink Wrap	\$125.00
Special Delivery	\$45.00
Hotel Delivery	\$25.00

TOTAL AMOUNT DUE: \$2,848.00

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

SILV18355

BILL NUMBER

LEX317137

TOTAL AMOUNT DUE

\$2,848.00

PLEASE REMIT TO:

QWEXPRESS
a division of Quebecor World Logistics

13158 Collections Center Drive
Chicago, IL 60693
(877) 536-5526

This invoice is subject to Quebecor World's standard terms and conditions of sale or to the terms and conditions contained in a written agreement agreed to by both parties. Net terms are 30 days. Any past due balance will be subject to an interest rate not to exceed 1.5% per month, or as indicated in a written agreement between the parties. This statement does not supersede any written contractual terms of sale.